

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

RZB FINANCE LLC,)	
)	
Plaintiff,)	
)	No. 07 C 6603
vs.)	Judge Milton I. Shadur
)	Magistrate Judge Susan E. Cox
PYRAMID STONE MFG., INC. and 11)	
S. EISENHOWER, LLC,)	
)	
Defendants.)	

PLAINTIFF'S MOTION TO SUPPLEMENT DEFAULT JUDGMENT ORDER

Plaintiff RZB Finance LLC ("RZB"), by its undersigned counsel, hereby moves for the entry of an Order supplementing the Default Judgment Order entered in this matter on January 10, 2008. In support thereof, RZB states as follows:

1. RZB filed its Motion for Default on December 26, 2007. (Docket No. 33).

2. This Court granted RZB's Motion for Default on January 3, 2008, and set this matter for prove-up on damages with respect to counts I and III of RZB's complaint on January 10, 2008. (Docket No. 35). A true and correct copy of the Court's January 3, 2008 Default Judgment Order is attached hereto as Exhibit A.

3. On January 9, 2008, RZB filed the Declaration of Christoph Hoedl in support of its efforts to prove-up its damages. (Docket No. 37). On January 10, 2008, RZB filed the Supplemental Declaration of Christoph Hoedl in support of its efforts to prove-up its damages. (Docket No. 39).

4. After a hearing on January 10, 2008, this Court entered a final order of judgment by default against defendant Pyramid Stone Mfg., Inc. ("Pyramid Stone") in the

amount of \$2,609,344.01, excluding RZB's legal fees and expenses. (Docket No. 43). A true and correct copy of the Court's January 10, 2008 Default Judgment Order is attached hereto as Exhibit B.

5. In subparagraph (c) of the January 10, 2008 Default Judgment Order the Court specifically retained jurisdiction to enter an award of RZB's attorney's fees and expenses upon an appropriate submission by RZB. (Id.)

6. On or about June 19, 2006, RZB, as lender, and Pyramid Stone Mfg., Inc. ("Pyramid Stone") and Stone Warehouse, LLC ("Stone Warehouse") (collectively the "Borrowers") executed a Loan and Security Agreement (as amended, modified and supplemented from time to time, the "Loan Agreement") and certain related agreements, pursuant to which RZB extended a secured line of credit of up to \$5,000,000 to the Borrowers. A true and correct copy of the Loan Agreement is included in Group Exhibit A, attached to the Declaration of Christoph Hoedl ("Hoedl Declaration"), filed contemporaneously herewith.¹ The Loan Agreement is part of records normally created, maintained and relied upon by RZB throughout the course of a lending relationship between RZB and its borrower. (Hoedl Declaration at ¶ 2).

7. Pursuant to Section 13(q) of the Loan Agreement, the Borrowers agreed to reimburse RZB for all of its costs and expenses, including its reasonable attorneys fees:

Each Borrower shall reimburse Lender for all costs and expenses, including without limitation reasonable legal expenses and attorneys' fees, incurred by

¹ On or about September 29, 2007, Stone Warehouse executed a Trust Agreement and Assignment for the Benefit of Creditors (the "Stone Warehouse ABC"), thereby transferring all of its assets to a Trustee-Assignee. Consequently, RZB seeks no relief with respect to Stone Warehouse, at the present time.

Lender in connection with documentation, consummation and administration of this Agreement and any other transactions between any Borrower and Lender, including without limitation UCC and other public record searches, lien filings, Federal Express or similar express or messenger delivery, administrative fees, appraisal and field examination costs and fees, surveys, title insurance and environmental audit or review costs, and in seeking to administer, collect, protect or enforce any rights in or to the Collateral or incurred by Lender in seeking to collect any Liabilities and to administer and/or enforce any of Lender's rights under this Agreement and the Other Agreements.² All such costs, expenses and charges shall be netted against the most recent administrative fee paid by Borrowers pursuant to Section 4(d) until such amount is zero and thereafter, such costs, expenses and charges shall constitute Revolving Loans hereunder, shall be payable by Borrowers to Lender on demand, and, until paid, shall bear interest at the highest rate then applicable to Revolving Loans hereunder;

(Hoedl Declaration at ¶ 3, Group Exhibit A, Loan Agreement at p. 32).

8. For the period August 31, 2007 through January 10, 2008, RZB's counsel has billed RZB legal fees and expenses totaling \$211,960.45. RZB has paid a portion of this amount and has agreed to pay the balance. (Hoedl Declaration at ¶ 4).

WHEREFORE, for the foregoing reasons, Plaintiff RZB Finance LLC prays that this Honorable Court:

- a. Enter an order supplementing this Court's January 10, 2008 Default Judgment Order by adding to the judgment RZB Finance LLC's legal fees and expenses in the amount of \$211,960.45, for a new total of \$2,821,304.46; and

² "Other Agreements" as defined under the Loan Agreement means "all agreements, instruments and documents, including without limitation guaranties, mortgages, trust deeds, pledges, powers of attorney, consents, assignments, security agreements, intercreditor agreements, financing statements and all other writings heretofore, now or from time to time hereafter executed by or on behalf of any Borrower or any other Person and delivered to Lender or to any Affiliate of Lender in connection with the Liabilities or the transactions contemplated hereby." (Hoedl Declaration Group Ex. A, Loan Agreement at p. 10.)

b. Such other relief deemed appropriate by this Court.

Dated: February 1, 2008

Respectfully Submitted,

/s/ William C. Meyers
One of Its Attorneys

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